

Southern Pacific Transportation Company

No. 5-360A028
Date DEC 26 1985....
Fee 100.00.....

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December 16, 1985

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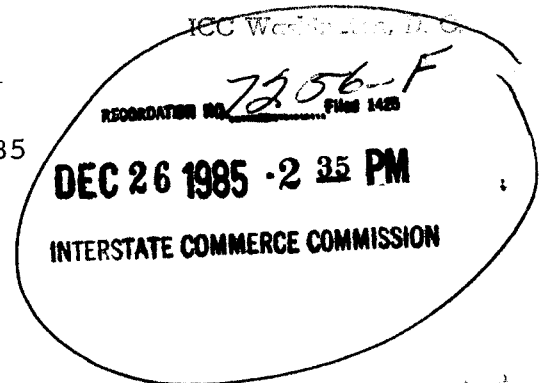
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RECORDATION NO. 7256-14
Filed 1425

DEC 26 1985 -2 35 PM
INTERSTATE COMMERCE COMMISSION



VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
September 1, 1973, among Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company, as Assignee, and
Bethlehem Steel Corporation

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and five (5) counterparts each of Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of October 31, 1985, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 1, 1973, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

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Agreement of Conditional Sale dated as of September 1, 1973, between Bethlehem Steel Corporation and Southern Pacific Transportation Company, recorded on December 4, 1973, at 3:10 PM, assigned Recordation No. 7256;

Amendment Agreement dated as of May 1, 1976, recorded on June 8, 1976, at 2:55 PM, assigned Recordation No. 7256-A;

First Supplemental Agreement dated September 1, 1981, recorded on September 28, 1981, at 2:00 PM, assigned Recordation No. 7256-B;

Second Supplemental Agreement dated as of March 30, 1984, recorded on April 24, 1984, at 2:40 PM, assigned Recordation No. 7256-C; and

Assignment and Transfer of Certain Road Equipment dated as of March 30, 1984, recorded on April 24, 1984, at 2:40 PM, assigned Recordation N. 7256-D.

In connection with the recording of the enclosed Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of October 31, 1985, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Third Supplemental Agreement dated as of October 31, 1985, between Southern Pacific Transportation Company Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
Third Supplemental Agreement

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|--|
| 1 | 100-ton tank car; American Car & Foundry Company, builder; lettered SP and numbered 67313. |

Assignment and Transfer of Certain Road Equipment dated as of October 31, 1985, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and Bethlehem Steel Corporation, Builder.


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General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|---|
| 1 | 70-ton flat car; Bethlehem Steel Corporation, builder; lettered SP and numbered 515669. |

When the recording of the Third Supplemental Agreement and the Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

REGISTRATION NO. *7256-F*

FILED 1488

DEC 26 1985 - 2 35 PM
INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

AGREEMENT OF CONDITIONAL SALE

DATED AS OF SEPTEMBER 1, 1973

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of October 31, 1985

METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the thirty-first day of October, 1985, by
METROPOLITAN LIFE INSURANCE COMPANY, a corporation duly
organized and existing under the laws of the State of New
York, Assignee under the Conditional Sale Agreement herein-
after mentioned (hereinafter called the "Assignee"), to
SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly
organized and existing under the laws of the State of
Delaware (hereinafter called the "Company").

WHEREAS, by a certain Agreement of Conditional Sale,
bearing date as of September 1, 1973, by and between Bethlehem
Steel Corporation, a corporation organized and existing
under the laws of the State of Delaware (hereinafter called
the "Builder"), and the Company, pursuant to which Builder
agreed to build, sell and deliver to the Company, and the
Company agreed to purchase certain railroad equipment
(hereinafter called the "Equipment"), consisting of flat
cars, all as described in the Agreement of Conditional Sale
(hereinafter called the "Conditional Sale Agreement");
and

WHEREAS, the Builder thereafter assigned its rights
under the Conditional Sale Agreement and its right, title
and interest to the Equipment to the Assignee pursuant to an
Agreement and Assignment dated as of September 1, 1973
(hereinafter called the "Assignment"), between the Builder
and the Assignee; and

WHEREAS, a certain flat car comprising said Equipment (hereinafter called "Destroyed Equipment") has been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Third Supplemental Agreement dated as of October 31, 1985 ("Third Supplemental Agreement"):

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|---|
| 1 | 70-ton Flat Car; Bethlehem Steel Corporation, builder; lettered SP and numbered 515669. |

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such goodstanding and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Second Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby

acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint THOMAS F. COOLICAN to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Destroyed

Equipment, has caused these presents to be signed in
its name and its corporate seal to be hereunto affixed, duly
attested, this 22nd day of November, 1985.

METROPOLITAN LIFE INSURANCE COMPANY

By Thomas C. Perkins
Attorney

By John C. Keane
Associate General Counsel

ATTEST:

Linda M. Gleece
Assistant Secretary

STATE OF NEW YORK)
) ss.
CITY AND COUNTY OF NEW YORK)

On this 22nd day of November, 1985 before me personally appeared JOHN C. KELSH and THOMAS F. COOLICAN, to me personally known, who, being by me duly sworn, says that they are Associate General Counsel and an Attorney, respectively, of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Catherine Ann Rice
Notary Public

CATHERINE ANN RICE
Notary Public, State of New York
No. 31-8559315
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1986